Giant Eagle
Supplier Partner
Requirements

Giant Eagle, Inc.
Letter of Guaranty

(“Supplier Partner”) guarantee that the products sold by “Supplier Partner” to GIANT EAGLE, INC (“Buyer”), during the period in which this guaranty is effective, shall not be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, including the Food Additives Amendment of 1958 and the Food Allergen Labeling and Consumer Protection Act of 2004; the Federal Meat Inspection Act, as amended, the Poultry Products Inspection Act, as amended (collectively, the “Acts”) or within the meaning of any state food and drug law, the adulteration and misbranding provisions of which are (i) identical with or substantially the same as those found in the Acts, and (ii) are not preempted by the Acts or federal law. Products will not be produced or shipped in violation of sections 404 or 301(d) of said FDC Act. Supplier Partner guarantees that no articles of food sold by Supplier Partner to Buyer during the effective period of this Guaranty shall be classified as hazardous materials subject to Department of Transportation regulations contained in 49 CFR 170-189. Supplier Partner represents that it is in compliance with the HACCP food safety systems requirements of the USDA/FSIS, the provisions of the Public Health Security and Bioterrorism Preparedness and Response Act of 2002, the country-of-origin labeling provisions of the Farm Security and Rural Investment Act of 2002 as amended and all other applicable laws. Notwithstanding anything to the contrary in the foregoing, Supplier Partner does not guarantee against the products becoming adulterated or misbranded within the meaning of the acts by reason of causes beyond Supplier Partner’s control after shipment.
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Giant Eagle is committed to providing our customers with products that consistently meet the highest safety, regulatory and quality standards. As part of this commitment, we seek partnerships with Suppliers who share the same values and dedication. These partnerships will be founded on transparency and open communication and a shared sense of mutual responsibility to brand integrity, safety, and quality. The following requirements set forth Giant Eagle’s expectations of our partners. We look forward to working with you. Our partnership is a valued relationship that contributes to our mutual success. Please feel free to contact us with any questions or concerns that you have.

Thank you,

Jerry LeClair
Executive Vice President & General Manager, Supermarket and Market District

The Quality Assurance Department
PDL_Quality_Assurance@gianteagle.com
Giant Eagle, Inc.
(412) 963-6200
GIANT EAGLE SUPPLIER PARTNER REQUIREMENTS

In exchange for Giant Eagle, Inc.’s (“Giant Eagle”) purchase of certain products, Supplier Partner agrees to comply with the requirements herein. The requirements below apply to both new and existing Supplier Partners who must demonstrate compliance with all regulatory, industry and Giant Eagle standards. All new Supplier Partners or facilities manufacturing, repackaging, or storing products for any Giant Eagle Brands or products shall meet the requirements defined herein. Questions can be directed to the Giant Eagle Food Safety/Quality Assurance Manager by calling (412) 963-6200. This Supplier Partner Requirements, together with all exhibits and documents attached hereto, constitutes the sole and entire agreement of the parties hereto with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, between the parties with respect to such subject matter (including, without limitation, any previous versions of the Supplier Partner Requirements).

DEFINITIONS:
The definitions provided below are applicable to the Giant Eagle Supplier Partner Requirements, as well as all associated documents.

I. “Giant Eagle Brand” is defined to mean all Giant Eagle brand identities including, but not limited to, Giant Eagle, Nature’s Basket, Life’s Getting Fresher, Market District, and GetGo. This shall include any unbranded product sold or marketed as Giant Eagle branded or bulk product sold in any Giant Eagle banner.

II. “Supplier Partner” is defined to include manufacturers, brokers, distributors, and suppliers of Giant Eagle Brand products or of any products or ingredients that is used by Giant Eagle in the production of a finished good. Supplier Partner shall include all affiliates, subsidiaries, subcontractors, and related parties packaging the Giant Eagle product or any product or ingredient that is used by Giant Eagle in the production of a finished good.

III. “Giant Eagle’s Intellectual Property” is defined to include all packaging materials, related designs, trademarks, copyrights and all other forms of intellectual property that are owned or provided by Giant Eagle or its affiliates for use on Giant Eagle Brand products.

GENERAL REQUIREMENTS:

I. Compliance and Indemnification
All Giant Eagle Supplier Partners shall comply with all applicable regulations, regarding the manufacture, storage, repackaging, transportation and distribution of food, food products, and non-food products. Failure to comply with any of the requirements in this document may subject Supplier Partner to non-compliance fees and/or immediate termination of the relationship and any agreements between Giant Eagle and Supplier Partner at Giant Eagle’s sole discretion.

i. Please note: Prior to conducting business with Giant Eagle, Inc., you must provide your Giant Eagle business contact with your company’s certificate of liability insurance.

Supplier Partner agrees to defend, indemnify and hold harmless Buyer and its subsidiaries and affiliates, and its and their respective directors, officers and employees from any and all liabilities, causes of action, lawsuits, penalties, claims or demands (including the costs, expenses and reasonable attorneys’ fees on account thereof), arising or alleged to have arisen in whole or in part from (a) any liability for or on account of any allegation or finding of a violation of any patent, trademark, copyright or similar rights of any third parties arising from the purchase by Buyer of the products, except any arising from the use of Buyer’s labels or information provided solely by Buyer; (b) the negligence or willful misconduct of Supplier Partner or any of its agents, (c) any death or bodily harm caused by Supplier Partner, its agents or any of the products sold hereunder, or (d) damages arising out
of, resulting from or in connection with any allegation or finding of any breach of this Supplier Partner Requirements or defective manufacture or production of the products, or from any consumer complaint, claim or legal action alleging damages resulting therefrom; provided, however, Supplier Partner will not indemnify Buyer for (i) damage or liability to the extent caused by damage or change to the product which occurred after the product left Supplier Partner’s control; or (ii) damage or liability to the extent caused by the gross negligence or intentional act or omission of an agent or employee of Buyer.

II. **Giant Eagle Supplier Onboarding and Accountability Repository (SOAR)**

Giant Eagle, Inc. requires all Supplier Partners of Giant Eagle branded products to register and participate in “Giant Eagle SOAR”, which can be found at [www.giateaglesoar.com](http://www.giateaglesoar.com). This system will be used as an exchange and repository of the following information:

- Certificate of Insurance
- Product Specifications
- Product Certifications (Kosher, Organic, etc)
- Supplier Agreements
- Facility Audits
- Complaint Investigations

Depending on industry standards, Supplier Partners may be asked to provide additional information not listed above, at Giant Eagle’s sole discretion.

Upon business award, Supplier Partners will obtain a welcome email from the system with an invitation to set up both the supplier and all associated site locations. Each Supplier and Site shall have a main contact associated to each location. It is up to the Supplier Partner’s discretion as to the number of users to be created for each site. If there are any questions or issues during the onboarding process, you can contact SOAR support at soarsupport@msac solutions.com or by phone at (412) 330-1011. Additionally, you can contact your Giant Eagle QA Specialist with any additional questions.

III. **Audit Requirements (Food Products Only)**

All of Giant Eagle’s food product Supplier Partners must be approved by Giant Eagle’s Quality Assurance Department prior to initiation of any business or placement of any orders. All Supplier Partners are required, at Supplier Partner’s expense, to obtain a 3rd party audit. Giant Eagle desires all food product Supplier Partners be certified according to one of the GFSI Standards at each facility producing and packaging Giant Eagle Brand product or ingredients. Supplier Partners shall notify Giant Eagle within 48 hours if their GFSI Standard certification is discontinued. Information about GFSI and the most up-to-date list of benchmarked schemes can be found at [www.mygfsi.com](http://www.mygfsi.com).

IV. **Audit Requirements (Non-Food Products)**

All of Giant Eagle’s non-food product Supplier Partners must be approved by Giant Eagle’s Quality Assurance Department prior to initiation of any business or placement of any orders. All non-food product Supplier Partners are required to maintain a satisfactory third party Good Manufacturing Practices audit on any and all facilities producing and packaging Giant Eagle Brand products. This audit shall be completed at least once a year for each facility and must be submitted to Giant Eagle with corrective and preventive actions to audit deficiencies. Third party audits shall be from a reputable auditing firm, subject to approval by Giant Eagle, and shall be performed at the Supplier Partner’s sole expense.

V. **Supplier Approval Program**

Each Supplier Partner must provide Giant Eagle Quality Assurance with a documented supplier approval Program which will address the product safety and quality practices of the ingredients making up the finished Giant Eagle product or ingredient. It is the duty of the Supplier Partner to ensure that all individual facilities utilized to manufacture or re-pack product for any Giant Eagle Brands fully comply
with all the requirements set forth in this document.

The supplier approval program may include annual evaluations of all suppliers that may include, but are not limited to: collection and review of Supplier Partner’s audits, facility visits, specification reviews, physical testing of ingredients, etc.

VI. **Alternative Suppliers/Items/Ingredients**
It is the responsibility of the Supplier Partner to notify Giant Eagle in writing prior to any potential change in an item or ingredient, a change in the manufacturing facility of any item or ingredient, or a reformulation of any item or ingredient that may have a material impact on the finished product attributes or an ingredient or nutritional declaration. Any changes to any of the above must be presented to Giant Eagle a minimum of 45 days in advance of said change. Prior to any change, the Supplier Partner will be required to submit any and all documentation requested by Giant Eagle to ensure the product will continue to comply with the all applicable regulations and meet the product specification. Documentation required may include, but is not limited to, Third Party Facility Audits and Final Product Specification Sheets. In addition, product samples may be required to undergo quality testing by Giant Eagle prior to any such change going taking effect. All affected items or ingredients must be approved in writing by Giant Eagle Merchandising and Quality Assurance prior to shipment to Giant Eagle warehouses or stores.

Without Giant Eagle’s prior written consent, Giant Eagle is not responsible for any costs or liabilities related to any packaging or label changes.

VII. **Co-Packers/Contract Warehouses**
It is the duty of the Supplier Partner to ensure that any co-packers utilized to manufacture product for any Giant Eagle brands or any contract warehouses used to store product for Giant Eagle Brands fully comply with all of the requirements set forth in this document. Supplier Partners using co-packers must submit all applicable documentation from co-packer facility mentioned in these Supplier Partner Requirements. Supplier partners must also obtain written approval from Giant Eagle Quality Assurance for the use of each specific co-packer facility.

VIII. **Item or Ingredient Substitutions**
No substitutions of finished packaged goods or ingredients or products which are used for further production by Giant Eagle of a finished good are allowed without advanced notice and written approval by Giant Eagle Merchandising and Quality Assurance, as per Section V.

IX. **Product Inspection**
Giant Eagle will have the right to inspect the Products and reject any nonconforming Products promptly upon Giant Eagle’s receipt thereof. This right of inspection, whether exercised or not, will not affect Giant Eagle, Inc.’s right to revoke acceptance or pursue other remedies if defects or nonconformities are discovered at a later date, notwithstanding that any defect or nonconformity could have been discovered upon inspection. Payment by Giant Eagle will not be construed as an acceptance of Products, or as a waiver or limitation of any of Giant Eagle, Inc.’s rights as set forth herein. IN NO EVENT WILL SUPPLIER PARTNER SELL OR DISTRIBUTE TO ANY THIRD PARTIES ANY PRODUCTS THAT CONTAIN LOGOS, TRADE NAMES, TRADemarks OR LABELS OF GIANT EAGLE, EVEN IF REJECTED BY GIANT EAGLE AS NONCONFORMING. Proof of destruction of rejected product must be sent to Giant Eagle for rejected product.
X. **Site Availability**

Supplier Partners shall make all sites, facilities and warehouses, as well as those of any affiliated brokers or suppliers, available to Giant Eagle for complete evaluation during normal business hours upon reasonable request.

XI. **Document Availability**

Upon request, Supplier Partners shall make available to Giant Eagle all nutritional analyses and finished product specifications, third party audits, quality assurance, quality control and production records, including nonproprietary laboratory testing results or production protocols, government inspections, and policies and procedures related to Giant Eagle Brand products or ingredients or products used by Giant Eagle for production of a finished good. All documents shall be unaltered, truthful, accurate and current. Depending on industry standards or Giant Eagle requirements, Supplier Partners may be required to provide documentation not listed here.

XII. **Recall Process and Costs**

Recall Coordinator Hotline: 1-888-235-4052. Recall Email: GRP_Product_Recall_Support@gianteagle.com Giant Eagle relies on its Supplier Partners to provide our customers with products that consistently meet the highest health, safety and quality standards. Immediate notification (in no event more than 24 hours) is required if there is a breakdown in the safety and/or quality processes that may lead to a recall or a market withdrawal of any product produced for Giant Eagle. **Product recall notification must be sent to the Recall Email and/or Recall Coordinator Hotline listed immediately at the beginning of this section.**

In addition, Supplier Partner is responsible for providing Giant Eagle with the information required to perform a complete risk analysis in a timely manner. This can include but is not limited to batch records, certificates of analysis, raw material, packaging information, and third party testing. Customer notification may be made regarding a product recall or market withdrawal at Giant Eagle’s sole discretion. As part of customer notification, a Customer Service Recall Hotline phone number to respond to customer inquiries must be PROVIDED AND SUPPORTED by the Supplier Partner at Supplier Partner’s cost. Supplier Partner shall be responsible for all fees and requirements outlined in the attached Recall Fee Schedule.

XIII. **Incident Investigations**

Giant Eagle receives, monitors, and trends every own branded product customer complaint. An incident investigation may be opened by Giant Eagle at Giant Eagle’s sole discretion. When an investigation is opened by Giant Eagle, the Supplier Partner will be notified and the Supplier Partner shall acknowledge receipt of the initial notification within 24 hours.

Minimum expectations for Supplier Partner response to an incident investigation include a root cause analysis as well as corrective and preventive actions. Final root cause and corrective and preventive actions are expected to be submitted in writing to Giant Eagle Quality Assurance within two weeks of initial notification, unless otherwise approved by Giant Eagle.

XIV. **Packaging/Specifications**

If applicable to Supplier Partner, Giant Eagle must approve all Giant Eagle product labels, in writing, before going to print and shall be involved at all stages of the approval from concept/design through match print. All packaging and graphics will remain consistent from run to run and print to print. Giant Eagle retains the right of refusal, for any deviation in images, graphics or other packaging. Any such deviation made without Giant Eagle’s prior consent may result in returns or fees in Giant Eagle’s sole discretion. Any change must go through the approval process. Furthermore, all Supplier Partners shall have an appropriate label/packaging verification program in place to ensure proper packaging is used with the appropriate product.
The Supplier Partner agrees to package Giant Eagle Brand products using packaging materials specified or approved by Giant Eagle. Supplier Partner may keep no more than ninety (90) days’ worth of combined packaging materials and finished products on hand for Giant Eagle Brand products. Any purchase of excess packaging materials must be approved in writing and in advance by Giant Eagle.

All information below must be submitted on company letterhead (if applicable) prior to labels being reviewed.

1. **Certifications**
   All required documentation and certifications for labeling purposes must be provided to Giant Eagle during the label review process (i.e. kosher certifications, organic certifications, USDA label approvals, etc.). All certifications and logos must be accompanied by a certificate.

2. **Specifications**
   Supplier Partners must send specifications to their Giant Eagle Product Quality representative for approval when new products are developed or when updates to existing products are made.

3. **Claims**
   All claims made on labels must be substantiated with analytical data and be verifiable. Data on claims must be available when requested by Giant Eagle.

4. **Country of Origin Labeling (COOL)**
   Country of Origin Labeling (COOL), when applicable, shall be provided and all products shall be labeled correctly as designated by regulation.

5. **EPA Registrations**
   All EPA registrations, when applicable, must be submitted by the Supplier Partner. Giant Eagle must be notified with appropriate documentation showing such registration. Supplier Partner represents and warrants that it shall comply with all EPA registration requirements.

6. **Weights & Measures**
   Due to strict regulatory guidelines, Giant Eagle requires the quantity in each container to be at least equal to the quantity stated on the label pursuant to NIST Handbook 133 on Weights and Measures and any other applicable laws and regulations related to weights and measures. All package and box tares must be accurate. Product will be periodically reviewed for accuracy and may be subject to rejection if the expected weight is not met.

7. **Open Code Dating**
   Giant Eagle’s Supplier Partners are required to use open code dating for food products unless otherwise approved in advance and in writing by Giant Eagle. Open code dating is the use of an easily interpretable calendar date. A legible, easily-accessible open code date shall appear on each Giant Eagle Brand product package or container as well as on the outside of cases so that they are easily viewable to individuals at the warehouse level. Giant Eagle packages will bear either “Use By” or “Best if Used By” dating language to align with industry standards. These conditions apply unless otherwise agreed upon in writing with the Giant Eagle Quality Assurance department prior to product entering the market.
   
   (Example: Use By Oct 14, 2018; Best if Used By Oct 14, 2018)

Without Giant Eagle’s prior written consent, Giant Eagle is not responsible for any costs or liabilities related to any packaging or label changes. Supplier Partner agrees to indemnify, defend and save harmless Giant Eagle, its subsidiaries and affiliates, and its respective directors, officers and employees from any and all liabilities, causes of action, lawsuits, penalties, claims or demands (including the costs, expenses and reasonable attorneys’ fees on account thereof), arising or alleged to have arisen in whole or in part from the infringement of any third party rights, negligent or willful acts or omissions or from the breach of any of its obligations hereunder.
The Supplier Partner shall be solely responsible for the accuracy of all information provided to Giant Eagle for label development of a Giant Eagle Brand product. The Supplier Partner agrees to maintain compliance at all times with all FDA or other USDA labeling and nutrition regulations, including but not limited to updates to the formatting and content of the Nutrition Facts Panel, ingredient statements, and allergen declarations at Supplier Partner’s sole cost.

Labels shall be applied neatly and accurately to the product to properly identify the contents of the package. In addition, nutrition information shall be provided with each container of product intended for bulk sale. All label information must follow all applicable regulations for labeling compliance.

XV. **Product Safety and Quality**

Giant Eagle requires its Supplier Partners, to the extent applicable to such Supplier Partners, to engage in the following practices/processes:

1. **Product Quality Monitoring**
   Giant Eagle Brand products will be periodically reviewed for consistency against agreed upon Specifications either in house or by a 3rd party. In the event product is found to be out of conformance to agreed upon specification, product may be subject to rejection and/or return. In addition, Supplier may be asked to submit product samples to 3rd party testing laboratories at Supplier’s expense.

2. **First Lot to Stock**
   Prior to distribution of the first production run of any new product or formulation revision, finished commercial samples must be sent to Giant Eagle for Product Quality review.
   Samples must be sent to:
   **Attn:** Giant Eagle Quality Assurance, 101 Kappa Drive, Pittsburgh, PA 15238.
   Approval to ship will be provided via e-mail within 48 hours of receipt of product.

3. **Traceability**
   Supplier Partners of Giant Eagle Brand products must have systems in place to trace all ingredients and finished products one step forward and one step back at minimum.

4. **Environmental Monitoring Program**
   Supplier Partners of Ready-to-Eat, Temperature Controlled for Safety (TCS) Giant Eagle Brand products must have an environmental monitoring program in place.

5. **Finished Product Storage & Transportation**
   Giant Eagle Brand product must be stored and distributed under conditions specific to the product needs to ensure product quality, safety, and shelf life are not compromised. Any product shipment with a core temperature above the maximum allowable temperature will be subject to rejection. Furthermore, any product not specified to be frozen that arrives in that condition (or has signs that it had previously been frozen), may be rejected. Supplier Partners are required to participate in Giant Eagle’s Cold Chain Management Program (REFRIGERATED PRODUCTS ONLY).
   *See attached Cold Chain Management Program Requirements.*

6. **Shelf Life Requirements**
   Giant Eagle Inc. has implemented a Vendor In-Bound Policy related to acceptable Shelf Life upon receipt for shelf stable products (non-refrigerated, non-frozen). Giant Eagle Inc requires capable vendors to send itemized date codes via (ASN) transmissions for all shipments into OK.
Grocery Warehouse, American Seaway Foods warehouse and HBC Warehouse. Product must also be shipped in compliance with First-In First-Out (FIFO) practices vs prior shipments. Product is required to have a shelf life of at least 180 days at the time of delivery. Any exception of 180 days of Guaranteed Shelf Life Days as defined by the Supplier Partner must be communicated to and agreed upon by Giant Eagle. In the event 180 days cannot be achieved due to nature of the product, product must meet the shelf life that is agreed upon by both parties. Failure to comply with the terms above may result in refusal of product, deductions and/or other claims.

XVI. Supplier Non-Compliance Fees

Giant Eagle Supplier Partners of non-perishable (non-refrigerated and non-frozen) products are required to comply with the following requirements:

1. Electronic Data Interchange (EDI)

Giant Eagles’ EDI requirements are provided to all applicable suppliers. When we experience EDI issues, it disrupts our supply chain, causes re-work and can delay shipments to our retail stores. When a failure occurs, we work closely with the Supplier Partner to resolve the issue and reinforce the existing requirements.

*If such failure is not cured within a commercially reasonable period of time (as determined in Giant Eagle’s reasonable discretion) then a $200 fee per EDI issue per PO will be charged thereafter.*

2. Fill Rate

Fill rates are measured as ordered versus received. *Items where the supplier requests reduced quantities due to allocation will also be considered each period.* Our target fill rate is 98%. If a fill rate falls below 93% for a fiscal period, a fee will be charged based on average period dollar volume of business as defined below.

<table>
<thead>
<tr>
<th>Average Period Volume</th>
<th>Fee Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$500,000 +</td>
<td>$5,000</td>
</tr>
<tr>
<td>Between $250,000 &amp; $499,000</td>
<td>$2,500</td>
</tr>
<tr>
<td>Between $100,000 &amp; $249,000</td>
<td>$1,000</td>
</tr>
<tr>
<td>Below $100,000</td>
<td>$500</td>
</tr>
</tbody>
</table>

3. On-Time Deliveries

Deliveries need to be on time to maintain an efficient supply chain.

*An $500 fee will apply to each PO that is more than two days late. A late PO is defined by the buyer’s date within the stated lead time from Supplier Partner to Giant Eagle. This will apply to truckload delivered suppliers.*

Fee Collection: Giant Eagle Inc. will deduct the amount due from any outstanding invoice. *These fees are in addition to, and not in lieu of, any other obligation that Supplier Partner has to Giant Eagle, Inc. Supplier Partner agrees that all fees set forth above are reasonable liquidated damages and do not constitute a penalty.*
XVII. Intellectual Property
All packaging materials, related designs, trademarks, copyrights and all other forms of intellectual property that are owned or provided by Giant Eagle or its affiliates for use on Giant Eagle Brand products are and will remain the property of Giant Eagle and cannot be used for any purposes other than as contemplated herein. Supplier Partner expressly acknowledges, understands and agrees that any and all of Giant Eagle’s Intellectual Property is and shall remain the property of Giant Eagle.

XVIII. Receiving
All DSD items delivered to Giant Eagle stores must be precisely what was ordered. No substitutions for like items will be accepted (Section V.). Giant Eagle requires detailed invoices for all deliveries, which stipulate the products and item codes/UPC numbers of all items being delivered. Summary invoices will not be paid.
Giant Eagle reserves the right to charge the Supplier Partner a fee, to cover all costs associated with the recall/withdrawal. In addition, the Supplier Partner will be required to communicate disposition instructions to Giant Eagle within 48 hours of Giant Eagle pulling product from shelf. Unless otherwise agreed, Giant Eagle may dispose of product if disposition instructions are not provided, and the Supplier Partner will be responsible for product credit, and all other costs, including but not limited to, labor and disposal fees.

If the market withdrawal or recall is performed based on findings of Giant Eagle, then all the aforementioned requirements and fees shall apply.

ALL GIANT EAGLE FEES INCLUDE BUT ARE NOT LIMITED TO, THE COMBINED TOTAL OF NOTIFICATION FEES, WITHDRAWAL AND/OR RECALL FEES, AND COST OF PRODUCT FEES. THESE FEES MAY VARY BASED ON INSTANCE, RE-OCCURRENCE AND GIANT EAGLE’S SPECIFIC MASTER SERVICES AGREEMENT AND/OR PRODUCT SUPPLY AGREEMENT AT GIANT EAGLE’S SOLE DISCRETION.

Customer Notification Fees:
To return financial responsibility to the Supplier Partner for the costs associated with customer notification of recalls or market withdrawals, Giant Eagle may implement the following fees at its sole discretion. Final charges will vary depending on the number of customers being notified.

**MINIMUM FEES**

- **Calling Service Fee:** $175.00 per Event*
- **Standard Calling Rate:** $0.15 per minute airtime usage charge
- **Standard Letter Mailing Rate:** $1.00 per letter mailed

Withdrawal / Recall Fees:
Giant Eagle may implement the following fees at its sole discretion. IN ADDITION TO THE MINIMUM PER EVENT FEES OUTLINED BELOW, SUPPLIER PARTNER MAY BE RESPONSIBLE FOR ALL OTHER COSTS AND FEES, INCLUDING TRAVEL EXPENSES FOR PLANT VISITS IN THE CASE OF SERIOUS QUALITY- OR HEALTH-Impacting recalls, FOR WHICH AN ITEMIZED LIST WILL BE PROVIDED. IF THE DISPOSAL INSTRUCTIONS REQUIRE GIANT EAGLE TO RETURN THE PRODUCT BACK THROUGH OUR WAREHOUSES FOR RETRIEVAL OR DESTRUCTION, AN ADDITIONAL MINIMUM $500 HANDLING CHARGE WILL APPLY, PLUS OTHER ITEMIZED COSTS, SHOULD THEY EXCEED $500.

**Giant Eagle/ Market District Banner Stores**

<table>
<thead>
<tr>
<th>Fee Type</th>
<th>MINIMUM FEES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fee - Class I Recalls:</td>
<td>$4,600.00 per Event*</td>
</tr>
<tr>
<td>Fee - Class II and III Recalls:</td>
<td>$3,600.00 per Event*</td>
</tr>
<tr>
<td>Fee - Market Withdrawals:</td>
<td>$3,600.00 per Event*</td>
</tr>
</tbody>
</table>

**Get Go Stores:**

<table>
<thead>
<tr>
<th>Fee Type</th>
<th>MINIMUM FEES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fee - Class I Recalls:</td>
<td>$2,000.00 per Event*</td>
</tr>
<tr>
<td>Fee - Class II and III Recalls:</td>
<td>$1,500.00 per Event*</td>
</tr>
<tr>
<td>Fee - Market Withdrawals:</td>
<td>$1,500.00 per Event*</td>
</tr>
</tbody>
</table>

**Cost of Product Fees:** (to be added in addition to the above fees)

*Event is defined as a situation that requires Giant Eagle to issue a Recall/Market Withdrawal notification to the stores.
Giant Eagle will be using the YellowTempTale4 recorder exclusively. **This model is the only electronic temperature monitor Giant Eagle receiving centers are equipped to read and receive.**

When using the Yellow TempTale4 electronic temperature recorder, the instrument should be identified by the 10 digit serial number and brand on the bill of lading. The Purchase Order should also be written on the device in order to track information throughout distribution. Recorders should be placed on a box, on the last left rear Giant Eagle pallet around eye level. The device must be initiated by pressing the start button; recording will begin after 30 minutes. Failure to properly equip perishable loads with the specified recording device(s) may result in refusal of the load.

Each product category has a specific recording device to be ordered for the particular product category that will be tracked during each shipment. The table below identifies the temperature range and corresponding recording device. Actual acceptable temperature ranges of the product may vary depending on the specific product and appropriate regulation. If the temperature recording device shows the ambient temperature has been over the maximum temperature for over 4 hours, Giant Eagle will make a determination to accept or reject the load based upon the highest temperature during transit, the temperature of the product upon receipt, the duration of the breach of temperature and the overall quality/safety of the finished product.

<table>
<thead>
<tr>
<th>Product Type</th>
<th>Temperature Recorder Order #</th>
<th>High Temp Set Point</th>
<th>Low Temp Set Point</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dairy Products (Milk, Cheese, Yogurt, etc.)</td>
<td>T4800-20-003</td>
<td>45F</td>
<td>32F</td>
</tr>
<tr>
<td>Eggs</td>
<td>T4800-20-003</td>
<td>45F</td>
<td>32F</td>
</tr>
<tr>
<td>General Produce/Floral (cut flowers)</td>
<td>T4800-02-003</td>
<td>41F</td>
<td>32F</td>
</tr>
<tr>
<td>Bagged Salads, Salads with Protein, Unpasteurized Juices and Cut Fresh Fruit</td>
<td>T4800-02-003</td>
<td>41F</td>
<td>32F</td>
</tr>
<tr>
<td>Meat, Seafood, Deli-All BRM refrigerated deliveries</td>
<td>T4800-12-003</td>
<td>40F</td>
<td>28F</td>
</tr>
<tr>
<td>Frozen Products</td>
<td>T4800-18-003</td>
<td>10F</td>
<td>-22F</td>
</tr>
<tr>
<td>Other Produce- Peppers, tomatoes, cucumbers</td>
<td>T4800-19-003</td>
<td>60F</td>
<td>46F</td>
</tr>
<tr>
<td>Nuts, Dried Fruits, Potatoes, Onions, Bird Seed, Watermelon, Sweet Corn</td>
<td>N/A</td>
<td>Not Required</td>
<td>Not Required</td>
</tr>
<tr>
<td>Prep. Foods Non-Meat Items (prepared salads, etc.)</td>
<td>T4800-02-003</td>
<td>41F</td>
<td>32F</td>
</tr>
<tr>
<td>Tropical Fruit (Pineapples, Mangos, Papaya, Avocados)</td>
<td>T4800-19-003</td>
<td>60F</td>
<td>46F</td>
</tr>
<tr>
<td>Bananas</td>
<td>T4800-03-003</td>
<td>62F</td>
<td>55F</td>
</tr>
</tbody>
</table>

**Ordering Monitors:**

When contacting Sensitech to order monitors please specify that you are ordering Yellow TempTale4 monitors for Giant Eagle and specify the device number specific to your category.

**Sensitech Contact Information:** 1-800-843-8367
**Temperature Recorder:** Yellow TempTale4